

## EASEMENT

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016,

FOR VALUABLE CONSIDERATION, Bethany Fellowship, Inc., a Minnesota non-profit corporation, Grantor, hereby conveys to the City of Bloomington, a municipal corporation under the laws of the State of Minnesota, Grantee, easements over, under, and across real property in Hennepin County, Minnesota, described as follows:

An easement for drainage and utility purposes over, under, and across that part of Lot 18, Block 1, HIDDEN BLUFFS, according to the recorded plat thereof, Hennepin County, Minnesota, lying southwesterly of the following described line.

Commencing at the southwest corner of said Lot 18; thence North 00 degrees 03 minutes 02 seconds West, along the west line of said Lot 18, a distance of 144.63 feet to the point of beginning of the line to be described; thence South 62 degrees 46 minutes 29 seconds East a distance of 18.20 feet; thence South 29 degrees 36 minutes 31 seconds East a distance of 182.81 feet; thence South 51 degrees 13 minutes 54 seconds East a distance of 179.61 feet; thence South 33 degrees 59 minutes 31 seconds West a distance of 25.77 feet to the southerly line of said Lot 18 and there terminating, herein referred to as (the "Easement Property").

The easement is depicted on the attached Exhibit A.

The Grantor ("Bethany Fellowship, Inc.") and Grantee (the "City") hereby agree that said drainage and utility easement shall be subject to the following conditions:

1. The City, assumes all financial responsibility including but not limited to the maintenance, repair, and or replacement of an existing 8-inch PVC sanitary sewer pipe and connected manholes within the Easement Property, except for all existing and future private service connections connected to Manhole No. 78-16-G0.
2. The City, assumes all financial responsibility to replace and or repair the ground to its natural state within the Easement Property in the event of maintenance, repair, or replacement of said sanitary sewer pipe and connected manholes.
3. The City is excluded from all financial responsibility including but not limited to the construction, maintenance, repair, and or replacement of all existing and future private service connections connected to Manhole No. 78-16-G0.
4. The City is excluded from all financial responsibility to replace and or repair the ground to its natural state within the Easement Property in the event of the construction, maintenance, repair, or replacement of all existing and future private service connections connected to Manhole No. 78-16-G0.

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**BETHANY FELLOWSHIP, INC.**

By: \_\_\_\_\_

Its \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of Bethany Fellowship, Inc., a Minnesota non-profit corporation, on behalf of the corporation.

notary stamp or seal in this space

\_\_\_\_\_  
Notary Public

**REVIEWED AND APPROVED**

**CITY OF BLOOMINGTON**

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
Its Mayor

And By \_\_\_\_\_  
Its City Manager

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Gene Winstead, Mayor, and by James D. Verbrugge, City Manager of the City of Bloomington, a Minnesota municipal corporation, on behalf of the corporation.

notary stamp or seal in this space

\_\_\_\_\_  
Notary Public

STATE DEED TAX DUE HEREON: \$ --0--

THIS INSTRUMENT WAS DRAFTED BY:

City of Bloomington  
1800 West Old Shakopee Road  
Bloomington, MN 55431

**RETURN TO: Inbox No.291 – City of Bloomington**

# EXHIBIT A

## LOT 18, BLOCK 1, HIDDEN BLUFFS

